

1 BILL NO. S-81-10-20

2 SPECIAL ORDINANCE NO. S- 231-81

3 AN ORDINANCE approving a contract for
4 Water Improvement Contract No. 81-XP-1,
5 Airport Drive Water Main, between the
6 City of Fort Wayne, Indiana, and
7 Scheidleman Excavating, Inc., Contractor
8 for improvements.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That a certain contract dated September 30,
12 1981, between the City of Fort Wayne, Indiana, by and through
13 its Mayor and the Board of Public Works, and Scheidleman
14 Excavating, Inc., Contractor for:

15 installation of water main including all
16 necessary fitting as follows: On Airport
17 Drive, from an existing 16" water main
18 2000 + feet south of Baer Field Thruway,
19 Southward 819+ feet,

20 under Board of Public Works Water Improvement Contract No.
21 81-XP-1, at a total cost of \$22,679.78, 50% to be paid for by
22 City Utilities with 50% matching funds from the State, all as
23 more particularly set forth in said contract which is on file
24 in the Office of the Board of Public Works and is by reference
25 incorporated herein and made a part hereof, be and the same is
26 in all things hereby ratified, confirmed and approved.

27 SECTION 2. That this Ordinance shall be in full force
28 and effect from and after its passage and approval by the Mayor.

29 
30 COUNCILMAN

31 APPROVED AS TO FORM AND
32 LEGALITY OCTOBER 9, 1981.

33 
34 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns,
seconded by Salerno, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on 10-27-81, the 17 day of
October, 1981, at 7 o'clock P. M., E.S.T.

DATE: 10-27-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Salerno, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EISBART	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
GIAQUINTA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, D.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHOMBURG	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 10-27-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. S-231-81
on the 27th day of October, 1981.

Charles W. Westerman ATTEST:
CHARLES W. WESTERMAN - CITY CLERK

(SEAL) John Guckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 28th day of October, 1981, at the hour of
11:30 o'clock P. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of Oct.
1981, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-10-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Water Improvement Contract
No. 81-XP-1, Airport Drive Water Main, between the City of Fort Wayne,
Indiana, and Scheidleman Excavating, Inc., Contractor for improvements

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 10-27-81 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 22, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: WATER CONTRACT 81-XP-1, AIRPORT DRIVE FEEDER MAIN TO SERVE TECO, INC.

Gentlemen and Mrs. Schmidt:

Contract for Water Improvement Contract 81-XP-1 has been awarded to Scheidleman Excavating, Inc. This is to install a 16" water main, including all necessary fittings, as follows: On Airport Drive, from an existing 16" main 2200+ feet south of Baer Field Thruway, southward 819+ feet.

Scheidleman Excavating, Inc. was the low bidder in the amount of \$22,679.78, well below the Engineer's Estimate.

Because of the short contracting season and the schedule of the contractor, the Board of Public Works respectfully requests "Prior Approval". Special Ordinance for formal approval will be submitted in the near future.

Sincerely,

BOARD OF PUBLIC WORKS


THOMAS W. LATCHEM, CHAIRMAN

CITY OF FORT WAYNE


WIN MOSES, JR., MAYOR

sa
approved:

Don R. Burns Ra. Webster Virian H. Schmidt
Pa. A. G. W. Mark E. G. Hunt John L. H.
Samuel J. Tolano Edmund John H. H.

Attest:

Charles W. Westerman / re
Charles Westerman, City Clerk

71-79-17 9/30/81

CONTRACT NO. 81-XP-1

BOARD ORDER NO. 59-81

WORK ORDER NO. 63512

THIS CONTRACT made and entered into in triplicate this 30th day of September, 1981, by and between Scheidleman Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install water main(s) including all necessary fittings as follows:

On Airport Drive, from an existing 16" water main 2000± feet south of Baer Field Thruway, southward 819± feet,

all according to Fort Wayne Water Utility Drawing No. Y-10554, Sheets 1 thru 3, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$22,679.78. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Water Engineering Department less the aggregate of previous payments, will be paid by Owner to the Contractor.

WEBID2

JOB D

Remove 10/28/81

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Sub-contractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is by this reference incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, which is by this reference incorporated herein and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 81-XP-1.
- b. Instructions to Bidders for Contract No. 81-XP-1.
- c. Contractor's Proposal Dated September 9, 1981.
- d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10554, Sheets 1 thru 3.
- e. Supplemental Specification for Contract No. 81-XP-1.
- f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
- g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
- h. Workman's Compensation Act (I.C. 22-3-2-1).
- i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- j. Prevailing Wage Scale.
- k. Performance and Guaranty Bond.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insurer acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility, and his decision shall be final and conclusive upon the parties. No changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 30 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SCHEIDLEMAN EXCAVATING, INC.

BY: 
John D. Scheidleman, President

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

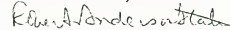

Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:


ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS


Thomas W. Latchem, Chairman



Roberta Anderson Staten, Member


Betty R. Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1981.

Special Ordinance No. _____.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That SCHEIDLEMAN EXCAVATING, INC.

(Here insert the name and address or legal title of the Contractor)

6225 Stoney Creek Drive, Fort Wayne, Indiana 46825

as Principal, hereinafter called Contractor, and The American Druggists' Insurance Co., a corporation of the State of Ohio, with its home office in the City of Cincinnati, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works, City of Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,

in the amount of Twenty two thousand, six hundred seventy nine and 78/100--

Dollars (\$ 22,679.78.....), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 18, 1981,

entered into a contract with Owner for Water Main Airport Drive Feeder Main, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 18th.....day of September.....A.D. 1981

In the presence of:

SCHEIDLEMAN EXCAVATING, INC...... (Seal)

Principal

Jamie Sue Miller

Title

The American Druggists' Insurance Co.

Louis J. Hoffman

By H. R. MORENO..... (Seal)

THE AMERICAN DRUGGISTS' INSURANCE COMPANY

800 American Building • Cincinnati, Ohio 45202 • 513 - 721-4270

SP N° 618629

KNOW ALL MEN BY THESE PRESENTS THE AMERICAN DRUGGISTS' INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, and having its general office in the city of Cincinnati, State of Ohio, has made, constituted and appointed, and does by these presents, make, constitute and appoint

J. R. MORFORD

of INDIANAPOLIS, INDIANA

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind THE AMERICAN DRUGGISTS' INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of THE AMERICAN DRUGGISTS' INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

THE AMERICAN DRUGGISTS' INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of THE AMERICAN DRUGGISTS' INSURANCE COMPANY, duly adopted and now in force, to wit: All Bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of _____

February 15, 1982, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said THE AMERICAN DRUGGISTS' INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of September 9, 19 81.

THE AMERICAN DRUGGISTS' INSURANCE COMPANY



By

Gordon M. Barker

President

SS:

STATE OF OHIO

COUNTY OF HAMILTON

September 9

On this September 9, 19 81, before me, a Notary Public, personally appeared Gordon M. Barker who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said THE AMERICAN DRUGGISTS' INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: January 15, 1985.



Margaret J. Wethington

Notary Public

5453

ORDINANCE WATER IMPROVEMENT CONTRACT 81-XP-1, AIRPORT DRIVE WATER MAIN.

AGENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-81-10-20

SUBJECT OF ORDINANCE WATER IMPROVEMENT CONTRACT 81-XP-1, AIRPORT DRIVE WATER MAIN.

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL, EQUIPMENT, TOOLS, POWER, TRANSPORTATION, MISCELLANEOUS EQUIPMENT, ETC., NECESSARY TO INSTALL WATER MAIN INCLUDING ALL NECESSARY

FITTING AS FOLLOWS: ON AIRPORT DRIVE, FROM AN EXISTING 16" WATER MAIN 2000 + FEET SOUTH OF BAER FIELD THRUWAY, SOUTHWARD 819+ FEET. SCHEIDLEMAN EXCAVATING, INC.

AWARDED THE CONTRACT.

Prior Approval Acquired Attached

EFFECT OF PASSAGE THE INSTALLATION OF A NEW WATER MAIN ON AIRPORT DRIVE.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$22,679.78

50% to be paid for by City Utilities with 50% matching funds from the State.

ASSIGNED TO COMMITTEE

sa